

Due to the current Novel Coronavirus pandemic and the ongoing state of emergency, the general public will not be permitted to attend this meeting in person.

*To ensure the meeting remains open to the public, however, the public may observe the meeting live on the County's YouTube channel, which can be found via the County's website at Oconeesc.com. Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **834 8726 5870**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.*



UPDATED AGENDA

OCONEE COUNTY COUNCIL MEETING

May 5, 2020

6:00 PM

**Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC**

Call to Order

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

There will be no live general public comment period. If you have a comment you would like to submit, please contact our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- April 21, 2020 Regular Minutes

Administrator Comments

Attorney Comments

PROCLAMATION 2020-03

- **PROCLAMATION 2020-03 RECOGNIZING MAY 15, 2020 AS PEACE OFFICERS MEMORIAL DAY AND MAY 10 – 16, 2020 AS NATIONAL POLICE WEEK**

Public Hearings for the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

Ordinance 2020-08 “AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT TROUT; (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.”

Revised Caption:

Ordinance 2020-08 “AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO THE MAY CORPORATION, LLC (previously identified as Project Trout); (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.”

Ordinance 2020-11 “AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY’S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.”

Third Reading of the Following Ordinances

Ordinance 2020-08 [see caption above]

Ordinance 2020-11 [see caption above]

Second Reading of the Following Ordinances

Ordinance 2020-12 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

First Reading of the Following Ordinances

Ordinance 2020-13 “AN ORDINANCE DIRECTING THAT THE IMPLEMENTATION OF REAL PROPERTY REASSESSMENT IN OCONEE COUNTY BE DELAYED FOR ONE (1) YEAR, AS AUTHORIZED BY STATUTE; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

[None Scheduled.]

Discussion Regarding Action Items

[None Scheduled.]

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]

***Building Codes Appeal Board**.....1 At Large Seat

***Board of Zoning Appeals**.....District 5

***No questionnaires on file for the seats listed above**

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required]

[None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required]

[None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.



FY 2020 – 2021 Budget Announcement

The Budget process will always undergo three [3] readings and two [2] public hearings as has always been done. Due to COVID-19 and the tornado disaster, the budget process is being delayed until May 5, 2020 Budget meeting. No reading will take place prior to May 19, 2020. Budget documentation will be available on the web on May 15, 2020. This is the schedule for the three readings and public hearings:

- 1st reading – May 19, 2020
- 2nd reading – June 2, 2020
- Public Hearing – June 11, 2020
- 3rd Reading / Public Hearing – June 16, 2020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION P2020-03**

**A PROCLAMATION RECOGNIZING MAY 15, 2020 AS PEACE OFFICERS
MEMORIAL DAY AND MAY 10 – 16, 2020 AS NATIONAL POLICE WEEK.**

WHEREAS, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15th as Peace Officers Memorial Day and the week in which it falls as National Police Week; and,

WHEREAS, Peace Officers Memorial Day pays special recognition to those law enforcement officers who have been killed or disabled in the line of duty for the safety and protection of others; and,

WHEREAS, law enforcement officers serve with courage, dedication and strength. They fearlessly enforce laws at the risk of personal peril, safeguarding the property, liberty and lives of others; and,

WHEREAS, Peace Officers Memorial Day and National Police Week ceremonies around the United States have been cancelled due to the coronavirus; however, citizens and residents are encouraged to observe Peace Officers Memorial Day and National Police Week by attending online ceremonies and activities and displaying the flag of the United States of America on their homes and businesses; and,

WHEREAS, on Peace Officers Memorial Day and throughout National Police Week, we express our unending gratitude to law enforcement officers who selflessly confront danger to protect our families and defend our communities; and,

WHEREAS, we owe law enforcement officers, and their families, our full and enduring support.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and proclaim May 15th as Peace Officers Memorial Day and May 10th through 16th as National Police Week in Oconee County, South Carolina. We urge all citizens to celebrate those who have made the ultimate sacrifice in the line of duty and law enforcement officers who continue to serve the people of Oconee County each and every day.

APPROVED AND ADOPTED this 5th day of May, 2020.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis, III, Chairman of County Council

ATTEST:

Katie D. Smith, Clerk to County Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2020-08

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT TROUT; (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments"); and

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, "Infrastructure"); and

WHEREAS, Project Trout ("Company") desires to establish a commercial mixed use development within the County ("Project"), consisting of taxable investments in real and personal property of approximately \$20,000,000; and

WHEREAS, pursuant to the authority provided in the Act, the County intends to form a multi-county industrial park with Pickens County, South Carolina ("Park") and enter into a multi-county park agreement governing the operation of the Park ("Park Agreement") with respect to the Project, such Park Agreement to be in substantially the same form as attached hereto as Exhibit A; and

WHEREAS, the County further desires to enter into a Development and Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit B ("Development Agreement"), to provide Infrastructure Credits against certain of the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Approval of Park; Authorization to Execute and Deliver Park Agreement.* The form, terms, and provisions of the Park Agreement that is before this meeting are approved. The Chair of County Council is authorized and directed to execute the Park Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest and deliver the Park Agreement.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Development Agreement.* The Infrastructure Credits, as more particularly set forth in the Development Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms, and provisions of the Development Agreement that is before this meeting are approved and all of the Development Agreement's terms are incorporated in this Ordinance by reference as if the Development Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Development Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Development Agreement and to deliver the Development Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Development Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

SIGNATURES ON FOLLOWING PAGE

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III
Chairman of County Council

ATTEST:

By: _____
Katie Smith
Clerk to County Council

First Reading: March 3, 2020 [title only]
Second Reading: March 17, 2020
Third Reading: May 5, 2020
Public Hearing: April 21, 2020
May 5, 2020

EXHIBIT A

[Attached]

EXHIBIT B

[Attached]

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
)
COUNTY OF PICKENS)

AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL/BUSINESS
PARK (PROJECT TROUT PARK)

THIS AGREEMENT for the development of a joint county industrial/business park to be located within Oconee County, South Carolina ("Oconee County") is made and entered into as of the _____ day of _____ 2020 by and between Oconee County and Pickens County, South Carolina ("Pickens County").

RECITALS

WHEREAS, Oconee County, South Carolina and Pickens County have determined that, in order to promote economic development and thus provide additional employment opportunities, there should be established in Oconee County, a Joint County Industrial and Business Park (Project Trout Park) (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in lieu of taxes in an amount equal to that amount for which such owner or lessee would be liable except for such exemptions; and

WHEREAS, Oconee County has agreed to accept responsibility for the costs of infrastructure, maintenance, promotional costs, and other appropriate costs associated with the establishment and operation of the Park, to the extent, and only to the extent, not covered by private developers or owners of property in the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial and/or business park with other counties within the geographical boundaries of one or more of the member counties; provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. Location of the Park.

(A) The Park shall consist of property located in Oconee County. Such property is hereinafter described in Exhibit "A". The boundaries of the Park may be enlarged or diminished and property may be included from time to time as authorized by ordinances of both Oconee County and Pickens County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit "A" which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel or real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years commencing with the effective date hereof, except as provided in Section 10 below.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation in accordance with Article VIII, Section 13(D) of the Constitution. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Oconee County and Pickens County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

- | | | |
|----|----------------|------|
| A. | Oconee County | 100% |
| B. | Pickens County | 0% |

Notwithstanding the foregoing, nothing herein shall be construed to prevent Oconee County from requiring the owner of privately owned property within the Park to bear administrative expenses associated with the Park.

6. **Allocation of Park Revenues.** Oconee County and Pickens County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

- A. Oconee County 99%
- B. Pickens County 1%

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Oconee County and to Pickens County according to the proportions established by Paragraph 6. Such revenue shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

8. **Fees in Lieu of Taxes Pursuant to Titles 4 and 12 of the Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more agreements pursuant to Section 4-12-30, Section 4-29-67 or Section 12-44-30, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the political subdivisions within the Park and for the purpose of computing the index of taxpaying ability of the applicable school district(s) pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraph 7.

10. **Non-qualifying Use.** Notwithstanding anything in paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Oconee County may unilaterally remove by ordinance, the Non-qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

11. **Tax Credits.** The maximum tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

12. **Payment of Fees.** Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within fifteen (15) business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be

made in accordance with this Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Oconee County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

13. **Development of Park.** The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in this Agreement.

14. **Applicable Law.** In order to avoid any conflict of laws for ordinances between the Counties, the Oconee County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law or regulation.

15. **Law Enforcement Jurisdiction.** The Oconee County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

16. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

17. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement may not be terminated by either party, unilaterally, until after December 31, 2050, but may be terminated, unilaterally, by either party thereafter.

[SIGNATURE PAGES FOLLOW]

WITNESS our hands and seals this _____ day of _____, 2020

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Julian Davis, III, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

And this ____ day of _____ 2020.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Roy Costner, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Megan Bradford, Clerk to County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

Parcel One

All that certain piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, containing 7.124 acres, more or less, as shown on plat prepared for W.B. Simmons by C.O. Riddle, Registered Land Surveyor, dated February 27, 1979. For a more complete description of the said tract, reference is made to the said plat which is recorded in the Office of the Clerk of Court for Oconee County in Plat Book P-42 at Page 153 and having such metes and bounds as shown hereon.

Also, all its rights, title and interest, if any, in and to that certain Twelve inch water line running from Lake Keowee across other property owned by Abney Mills to the above-described property, together with an easement across the other lands of Abney Mills within the area actually occupied by said water line and the right of Ingress and Egress for the purpose of maintaining, repairing or replacing of said water line; Subject to the right of Abney Mills, its successors and assigns, to continue to use said water line and withdraw Keowee Reservoir water from the same for the use in connection with the operations of the waste treatment plant. The said water line runs generally parallel to the Little River Reservoir, on the Southern side thereof in a generally East and West direction.

Also, all its right, title and interest, if any, in and to the railroad tracks on the above-described property which are now, formerly, owned by Southern Railway Company.

TMS# 210-00-01-047

Parcel Two

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as 1.676 acres, more or less, as shown and more fully described on a plat thereof recorded in Plat Book P-45, Page 74, records of Oconee County, South Carolina.

TMS# 210-00-01-056

Parcel Three

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Oconee, containing 0.479 acres, more or less, as shown on plat prepared for W.B Simmons by C.O. Riddle, Registered Land Surveyor, dated February 27, 1979 and recorded in Plat Book P-42, Page 153, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description thereof.

TMS# 210-00-01-055

EXHIBIT B

DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT

by and between

OCONEE COUNTY, SOUTH CAROLINA

and

THE MAY CORPORATION, LLC

(previously identified as Project Trout)

Effective as of: May 5, 2020

DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT

This DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT, effective as of May 5, 2020 ("Agreement"), is by and between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), and THE MAY CORPORATION, LLC, a South Carolina limited liability company formerly known to the County as "Project Trout" ("Company" together with the County, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is authorized by Section 4-1-175 of the Act to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise (collectively, "Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Pickens County, South Carolina ("Pickens County") a Joint County Industrial and Business Park (Project Trout Park) ("Park") and executed the "Agreement for Development for Joint County Industrial/Business Park (Project Trout Park)" dated effective _____, 2020 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a commercial mixed-use development in the County ("Project") on property more particularly identified by Exhibit A ("Land"), consisting of taxable investment in real and personal property of approximately \$20,000,000;

WHEREAS, by an ordinance enacted on May 5, 2020 ("County Ordinance"), the County authorized the creation of the Park to include the Land and other real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS AND COVENANTS

Section 1.1. Representations and Covenants by the County. The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the County Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park;

(f) If either the County or Pickens County terminates or fails to enter into the Park Agreement, prior to the termination of this Agreement, then the County shall place the Project in an existing Joint County Industrial/Business Park or create a Joint County Industrial/Business Park between the County and a county other than Pickens County.

(g) Based solely on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County;

(h) As set forth in Section 2.2 below and subject to the limitations and cap described on Exhibit B, the County shall apply Infrastructure Credits to offset any building permit fees and any business license fees associated with the Project, if and as applicable, that were paid or that become due and owing as a result of the Project.

Section 1.2. Representations and Covenants by the Company. The Company represents and covenants to the County as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project within five (5) years from the date hereof ("Certification Date"); and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall make commercially reasonable efforts to invest not less than \$20,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date.

Section 2.2. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against Fee Payments due with respect to the Project. The term, amount, and calculation of the Infrastructure Credit is described in Exhibit B. The Company shall not claim and the County shall not provide any Infrastructure Credit to the Project, until (i) the Company provides an Investment Certificate, as defined below, showing that the Company has met the Investment Commitment of \$20,000,000 in taxable property at the Project and (ii) the Project has been placed into service.

(b) For each property tax year in which the Company is claiming an Infrastructure Credit ("Credit Term"), the Company shall prepare and execute a certificate ("Investment Certificate"), the substantially final form of which is attached as Exhibit C, and shall present the executed Investment Certificate to the County. The calculation of the Company's net Fee Payment shall equal the product of (i) the value of Project property as assessed by either the County Assessor's office or the South Carolina Department of Revenue, as applicable; times (ii) the applicable assessment ratio, times (iii) the applicable millage rate, less (iv) the applicable Infrastructure Credit ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY IS NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3 *Cumulative Infrastructure Credit.* The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**ARTICLE III
DEFAULTS AND REMEDIES**

Section 3.1. *Events of Default.* The following are "Events of Default" under this Agreement:

- (a) Failure by the Company to make a Net Fee Payment;
- (b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project for a continuous period of twelve (12) months;
- (c) A representation or warranty made by the Company which is deemed materially incorrect when made or which becomes materially incorrect at any time during the Credit Term;
- (d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within thirty (30) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the

Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within thirty (30) days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) with respect to any Event of Default, as described in section 3.1(a):

(a) proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended;

(ii) with respect to any other Event of Default:

(a) terminate the Agreement; or

(b) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific performance;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*) and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by any Party to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence

of the Event of Default. Every power and remedy given to any Party by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out any duties and obligations in the County's sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other property in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (collectively, "Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County or any employee, agent, or contractor thereof, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, then the County will use commercially reasonable efforts to provide the Company with as much advance notice as is possible of such disclosure prior to making such disclosure and reasonably to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. *Assignment.* The Company may assign or otherwise transfer any of its rights and interest in this Agreement with prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. *Provisions of Agreement for Sole Benefit of County and Company.* Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. *Severability.* If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired.

Section 4.5. *Limitation of Liability.*

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any such person except solely in his or her official capacity.

Section 4.6. *Notices.* All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile or e-mail, and addressed as follows:

| | |
|---|---|
| if to the County: | to: 415 South Pine Street Walhalla, South Carolina 29691 Attn: County Administrator |
| with a copy to (does not constitute notice): | to: 415 South Pine Street Walhalla, South Carolina 29691 Attn: David Root, County Attorney |
| if to the Company: | to: The May Corporation, LLC 101 Falls Park Drive, Suite 601 Greenville, SC 29601 Attn: Mark B. Peters and Jennifer Gosnell |
| with a copy to (does not constitute notice): | to: Haynsworth Sinkler Boyd P.A. One North Main Street, 2 nd Floor Greenville, South Carolina 29601 Attn: J. Philip Land, Jr. |

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.7. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.8 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.9. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.10. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.12. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.13. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.14. *Waiver.* Either Party may waive compliance by the other Party with any term or condition of this Agreement, but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.15. *Termination.* Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.16. *Business Day.* If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

Section 4.17. *Indemnification.*

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "***Indemnified Party***") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party, which consent shall not be unreasonably withheld.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.18. *Payment of Administrative Costs.* The Company shall pay the County from time to time for the County's administrative expenses related to the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Agreement promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County including a general statement of the amount and nature of the expense and requesting the payment of the same. The payment by the Company of the County's expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. In no event shall the Company's payment of these expenses exceed \$10,000.

Section 4.19. *Execution Disclaimer.* Notwithstanding any other provision, the County is executing as an accommodation to the Company. Except as otherwise expressly stated in this Agreement, the County has made no independent legal or factual investigation regarding the particulars of the Project or any transactions the Company intends to accomplish or are otherwise contemplated by this Agreement or any related documents, and the County executes this Agreement in reliance on representations by the Company.

*{TWO SIGNATURE PAGES AND THREE EXHIBITS FOLLOW}
{REMAINDER OF PAGE INTENTIONALLY BLANK}*

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

Chair, Oconee County Council

(SEAL)
ATTEST:

Clerk to Council, Oconee County Council

IN WITNESS WHEREOF, The May Corporation, LLC has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

THE MAY CORPORATION, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
LAND DESCRIPTION

Parcel One

All that certain piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, containing 7.124 acres, more or less, as shown on plat prepared for W.B. Simmons by C.O. Riddle, Registered Land Surveyor, dated February 27, 1979. For a more complete description of the said tract, reference is made to the said plat which is recorded in the Office of the Clerk of Court for Oconee County in Plat Book P-42 at Page 153 and having such metes and bounds as shown hereon.

Also, all its rights, title and interest, if any, in and to that certain Twelve inch water line running from Lake Keowee across other property owned by Abney Mills to the above-described property, together with an easement across the other lands of Abney Mills within the area actually occupied by said water line and the right of Ingress and Egress for the purpose of maintaining, repairing or replacing of said water line; Subject to the right of Abney Mills, its successors and assigns, to continue to use said water line and withdraw Keowee Reservoir water from the same for the use in connection with the operations of the waste treatment plant. The said water line runs generally parallel to the Little River Reservoir, on the Southern side thereof in a generally East and West direction.

Also, all its right, title and interest, if any, in and to the railroad tracks on the above-described property which are now, formerly, owned by Southern Railway Company.

TMS# 210-00-01-047

Parcel Two

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as 1.676 acres, more or less, as shown and more fully described on a plat thereof recorded in Plat Book P-45, Page 74, records of Oconee County, South Carolina.

TMS# 210-00-01-056

Parcel Three

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Oconee, containing 0.479 acres, more or less, as shown on plat prepared for W.B Simmons by C.O. Riddle, Registered Land Surveyor, dated February 27, 1979 and recorded in Plat Book P-42, Page 153, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description thereof.

TMS# 210-00-01-055

EXHIBIT B
DESCRIPTION OF INFRASTRUCTURE CREDIT

The County will provide Infrastructure Credits each year equal to sixty-four percent (64%) of any Fee Payments until the aggregate value of the Infrastructure Credits reaches \$3,000,000.00.

EXHIBIT C

[FORM OF] INVESTMENT CERTIFICATE

I _____, the _____ of The May Corporation, LLC (the "Company"), do hereby certify in connection with Section 2.2(b) of the Development and Infrastructure Credit Agreement dated as of _____, 2020 between Oconee County, South Carolina and the Company (the "Agreement"), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

(3) The amount due and owing for the _____ tax year, as reflected on the [County's Consolidated Tax Invoice,] dated _____, _____, 20__, is \$_____ ("Invoiced Amount").

(4) The credit calculation for the _____ tax year is \$_____ (which is 64% of the Invoiced Amount).

(5) The aggregate credit (including credit for the _____ tax year) for all tax years for which a credit has been/is being claimed is \$_____.

(6) The credit remaining against which the Company can claim, as of December 31, 20__ is \$_____ (which reflects an amount equal to \$3,000,000.00 less the aggregate amount of all credits previously claimed, including for the _____ tax year).

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____

Its: _____

OCONEE COUNTY, SOUTH CAROLINA

ORDINANCE NO. 2020-11

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY'S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: MAY 5, 2020

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AN ORDINANCE

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY'S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

THE OCONEE COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. Findings. The County Council ("Council") of the Oconee County, South Carolina ("County"), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended ("Constitution"), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county ("Bonded Debt Limit").

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended ("County Bond Act"), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has determined (i) to refund all or a portion of the County's original issue \$17,000,000 General Obligation Bonds, Series 2011, outstanding in the par amount of \$7,500,000 ("Refunding"), as permitted by South Carolina Code Annotated section 11-15-410, *et seq.*, and (ii) to design, acquire, construct, install, and equip, various capital projects, as more fully described in Section 20 (collectively, "Projects");

(e) The assessed valuation of all property in the County as of June 30, 2019, for purposes of computation of the Bonded Debt Limit, is not less than \$576,631,793. Eight percent of this assessed valuation is \$46,130,543 ("County Bonded Debt Limit"). As of the date of this Ordinance, the County has outstanding no more than \$11,121,000 of general obligation indebtedness subject to the County Bonded Debt Limit. As

of the adoption of this Ordinance, the difference between the County Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the County Bonded Debt Limit ("Available Debt Limit") is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$35,009,543.

(f) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate \$8,000,000 for the purpose of: (i) executing the Refunding, (ii) funding all or a portion of the Projects, and (iii) paying the costs of issuance related to the Bonds (defined below).

SECTION 2. *Authorization and Details of Bonds and the Projects.* Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of \$8,000,000 in general obligation bonds of the County to be designated "Oconee County, South Carolina General Obligation [Refunding] Bonds" ("Bonds") for the purposes set forth in Section 1(d). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bond; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year, or in such other denomination as the County Administrator may determine; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Administrator; and shall mature as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council expressly delegates to the County Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or "stimulus" laws. The County Administrator is further directed to consult with the County's bond counsel in making any such decisions.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer's Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

SECTION 5. *Registration and Transfer.* The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond

pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry Only System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be affected pursuant to rules and procedures established by such securities depository. The County may elect the initial securities depository for the Bond to be The Depository Trust Company ("DTC"), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if

any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

SECTION 10. Form of Bonds. The Bonds shall be in the form as determined by the County Administrator under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall

be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. *Sale of Bond, Form of Notice of Sale.* The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a Notice of Sale or other similar Notice, as the County Administrator may determine.

SECTION 14. *Deposit and Application of Proceeds.* It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs, to defray the costs of Refunding, and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

SECTION 15. *Defeasance.*

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) ("Escrow Agent") shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds,

as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 16. Authority to Issue Bond Anticipation Notes. If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code ("BAN Act") rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are

issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

SECTION 17. *Details of Bond Anticipation Notes.* Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered "draw-down" style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the

County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 18. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 19. *Tax and Securities Laws Covenants.*

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be "arbitrage bonds," as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

SECTION 20. *Projects.* The County intends to design, acquire, construct, install, and equip, various capital projects, including a fire engine and related equipment, and other related personal property and.

SECTION 21. *Authorization for County Officials to Execute Documents.* The Council authorizes the County Council Chairman, Clerk to County Council, the County Administrator, and other County Officials

to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

SECTION 22. *Amendments.* The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

SECTION 23. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 24. *Retention of Bond Counsel and Other Suppliers.* The Council authorizes the County Administrator to retain the law firm of Kozlarek Law LLC, as its bond counsel, and Stifel Nicolaus and Company, Incorporated, as its placement agent/underwriter, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

SECTION 25. *General Repeater.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[SIGNATURE PAGE FOLLOWS]
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OCONEE COUNTY, SOUTH CAROLINA

Chairman, County Council
Oconee County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Oconee County, South Carolina

First Reading: **March 17, 2020**
Second Reading: **April 21, 2020**
Public Hearing: **May 5, 2020**
Third Reading: **May 5, 2020**

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2020-12

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL REAL ESTATE LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND CLEMSON UNIVERSITY AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 200 BOOKER DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, Clemson University is an agency, institution, department (including any division or bureau thereof), or political subdivision of the State of South Carolina, and desires to lease from County certain real property located at 200 Booker Drive, Walhalla, South Carolina (the “Demised Premises”); and,

WHEREAS, the County desires to lease the Demised Premises to Clemson University for purposes of operating a health clinic and carrying out related activities, all pursuant to the Governmental Real Estate Lease Agreement (the “Lease”) attached hereto as Exhibit A; and,

WHEREAS, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2020.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: April 21, 2020
Second Reading: May 5, 2020
Third Reading: _____
Public Hearing: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2020-13

**AN ORDINANCE DIRECTING THAT THE IMPLEMENTATION OF REAL
PROPERTY REASSESSMENT IN OCONEE COUNTY BE DELAYED FOR
ONE (1) YEAR, AS AUTHORIZED BY STATUTE; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Section 12-43-217(A) of the South Carolina Code of Laws, as amended ("S.C. Code"), requires that once every fifth year each county within the State of South Carolina (the "State") shall appraise and equalize those properties under its jurisdiction, and that such property evaluation must be complete at the end of December of the fourth year, and the county must notify every taxpayer of any change in value or classification if the change is one thousand dollars or more, and requires that in the fifth year, the county shall implement the program and assess all property on the newly appraised value; and,

WHEREAS, S.C. Code § 12-43-217(B) establishes that a county by ordinance may postpone, for not more than one (1) property tax year, the implementation of revised values resulting from the equalization program provided pursuant to S.C. Code § 12-43-217(A), and that the postponement ordinance will apply to all revised values, including values for state-appraised property, and that the postponement allowed by such subsection will not affect the schedule of the appraisal and equalization program required pursuant to S.C. Code § 12-43-217(A); and,

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, pursuant to and in accordance with S.C. Code § 12-43-217, is in the process of completing the requirements of subsection (A) thereof, such that the property valuation required by that subsection will be complete or substantially complete by the end of December, 2020, and implemented no later than property tax year 2022; and,

WHEREAS, the County, acting by and through its County Council (the "County Council"), desires to postpone the implementation of revised values resulting from such equalization program, in order to ensure that all values compiled as a result of the reassessment are as complete and accurate as possible.

NOW, THEREFORE, be it ordained by Oconee County Council in meeting duly assembled that:

1. Oconee County, South Carolina acting by and through its County Council, and pursuant to S.C. Code § 12-43-217(B), hereby directs that the implementation of revised values resulting from the equalization program provided pursuant to S.C. Code 12-43-217(A), shall be postponed in the County for one (1) property tax year. The County Council further directs that

such postponement shall apply to all revised values, including values for state-appraised property. The County Council further directs that the postponement provided by this Ordinance shall not affect the schedule of the appraisal and equalization program otherwise required pursuant to S.C. Code § 12-43-217.

2. All Ordinances, orders, and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This ordinance shall take effect and be in force from and after third reading and public hearing.

ORDAINED in meeting, duly assembled, this ____ of _____, 2020.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Julian Davis, III
Chair, Oconee County Council

First Reading: May 5, 2020
Second Reading: _____
Third Reading: _____
Public Hearing: _____



Boards & Commissions

| Boards & Commissions | State / OC Code Reference | Reps [DX-At Large-Ex Officio] | Co-Terminus | Term Limits | 4 Year Term | Meeting Date to Appoint | John Elliott | Wayne McCall | Paul Cain | Julian Davis | Glenn Hart | | | |
|--|---------------------------|---------------------------------|-------------|-------------|-------------|-------------------------|--|----------------------|-------------------|--|------------------------|---------------------|----------------------|------------------|
| | | | | | | | 2019-2022 | 2017-2020 | 2019-2022 | 2017-2020 | 2017-2020 | 2019-2022 | 2017-2020 | 2019-2022 |
| | | | | | | | District I | District II | District III | District IV | District V | At Large | At Large | Ex-Officio |
| Aeronautics Commission | 2-262 | 5 - 2 | YES | n/a | YES | Jan - March | Randy Renz [3] | David Bryant [1] | Auby Perry [3] | Marion Lyles [1] | Ronald Chiles [2] | A. Brightwell [2] | Michael Gray [<1] | |
| Ag. Advisory Board | 2016-17 | 5 - 2 - 1 | YES | n/a | YES | Jan - March | Kim Alexander [1] | Doug Hollifield [<1] | Sandra Gray [2] | Ed Land [<1] | Vickie Willoughby [<1] | Debbie Sewell [2] | Rex Blanton [1] | Kerrie Roach [1] |
| Arts & Historical Commission | 2-321 | 5 - 2 | YES | 2X | YES | Jan - March | Aubrey Miller [1] | Libby Imbody [1] | Thomas Jones [<1] | Tony Adams [1] | Mike Phillips | Daniel Dreher [1] | Suzette Cross [1] | |
| Board of Zoning Appeals | 38-6-1 | 5 - 2 | YES | 2X | YES | Jan - March | Jim Codner [2] | Gwen Fowler [1] | Bill Gilster [2] | Marty McKee [<2] | VACANT | John Eagar [1] | Charles Morgan [<1] | |
| Building Codes Appeal Board | | 0-7 | YES | 2X | YES | Jan - March | Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1] | | | Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT | | | | |
| Conservation Bank Board | 2-381 | Appointed by Category Preferred | | 2X | YES | Jan - March | Laura Havran [1] | Andrew Smith [1] | D. Ryan Keese [1] | Marvin Prater [2] | Frank Ables [1] | Emily Hitchcock [1] | Frances Rundlett [1] | |
| Destination Oconee Action Committee | | | | | | | | | | | | | | |
| PRT Commission [members up for reappointment due to initial stagger] | 6-4-25 2-381 | Appointed by Industry | | 2X | YES | Jan - March | Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2] | | | Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1] | | | Alex Butterbaugh [1] | |
| Scenic Highway Committee | 26-151 | 0 - 2 | YES | 2X | YES | Jan - March | | | | | | Scott Lusk [1] | Stanley Powell [1] | |
| Library Board | 4-9-35 / 18-1 | 0 - 9 | YES | 2X | YES | Jan - March | Clifton Powell [<1, 1/7/2020]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19] | | | B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1] | | | | |
| Planning Commission | 6-29-310 32-4 | 5 - 2 | YES | N/A | YES | Jan - March | Mike Smith [1] | Andrew Gramling [1] | Alex Vassey [2] | Frankie Pearson [1] | Stacy Lyles [1] | Gwen McPhail [2] | Mike Johnson [2] | |
| Anderson-Oconee Behavioral Health Services Commission | 2-291 | 0 - 7 | YES | 2X | 3 yr | N/A | Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open | | | | | | | |
| Capital Project Advisory Committee (end 1.17) | | | | | | | | | | | | | | |
| Oconee Business Education Partnership | N/A | N/A | NO | N/A | NO | January | Mr. Julian Davis, District IV | | | | | | | |
| Oconee Economic Alliance | N/A | N/A | NO | N/A | NO | January | Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson | | | | | | | |
| Ten At The Top [TATT] | | | | NO | NO | January | Mr. Dave Eldridge | | | | | | | |
| ACOG BOD | | | | N/A | NO | January | Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen | | | | | | | |
| Worklink Board | | | | | N/A | | Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins] | | | | | | | |

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chair Pro Tem
District I

Wayne McCall
District II

Paul A. Cain
Vice Chair
District III

Julian Davis, III
Chairman
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2020 on the first and third Tuesday of each month with the following exceptions:

- April, July, August, & November meetings, which will be **only** on the third Tuesday of each of the four months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 9:00 a.m. to 12:00 p.m. on Tuesday, February 11, 2020 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 5, 2021 in Council Chambers at which point they will establish their 2021 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Tuesday, March 10, 2020 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2020 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: February 4, March 17, July 21, & October 6, 2020.

The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 19, August 18, & October 20, 2020.

The Real Estate, Facilities, & Land Management Committee at 4 p.m. on March 17 and 4:30 p.m. on the following dates: June 16, September 15, & November 17, 2020.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: March 10 [Budget Workshop], April 21, May 5, May 19, & June 2, 2020.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 3, June 2, September 1, & November 17, 2020.

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■ LEGAL NOTICES

LEGALS

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PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

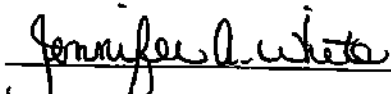
IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2020

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/10/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

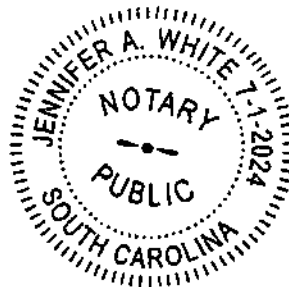


Hal Welch
General Manager

Subscribed and sworn to before me this
01/10/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



TRANSPORTATION

MOTORCYCLES



**2016 Harley Davidson
Dyna 103 Switchback**
Beautiful red color!
Only 2,104 miles.
\$10,900. plus IMF & tag
**Warren & Son
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Seneca, S.C. 864-973-8462

**Classifieds
Work**

LEGAL NOTICES

LEGALS

**FY 2020-2021
Budget Announcement**
The Budget process will always undergo three [3] readings and two [2] public hearings as has always been done. Due to COVID-19 and the tornado disaster, the budget process is being delayed until May 5, 2020 Budget meeting. No reading will take place prior to May 19, 2020. Budget documentation will be available on the web on May 15, 2020. This is the schedule for the three readings and public hearings:
-1st reading - May 19, 2020;
-2nd reading - June 2, 2020;
-Public Hearing - June 11, 2020;
-3rd Reading/Public Hearing - June 16, 2020.

REQUEST FOR BIDS

The School District of Oconee County (SDOC), Seneca, South Carolina will receive sealed bids for an Avigilon camera system until Monday, April 27, 2020 at 10:00 a.m. Specifications may be obtained by contacting the Purchasing Department at 864-916-0506 or emailing scottorr@g.oconee.k12.sc.us. Responses may be emailed or hand delivered to the department located at 125 South Cove Rd. Seneca, SC 29672.

LEGAL NOTICES

LEGALS

SDOC reserves the right to reject any/all bids and to waive any informalities and technicalities so as to purchase in the best interest of the school district.

REQUEST FOR QUOTE

The School District of Oconee County (SDOC), Seneca, South Carolina will receive quotes for Vizio V-Series 70" TVs until Thursday, April 23, 2020 at 10:00 a.m. Specifications may be obtained by contacting the Purchasing Department at 864-916-0506 or emailing scottorr@g.oconee.k12.sc.us. Responses may be emailed or hand delivered to the department located at 125 South Cove Rd. Seneca, SC 29672. SDOC reserves the right to reject any/all bids and to waive any informalities and technicalities so as to purchase in the best interest of the school district.

The Oconee County Budget, Finance, & Administration Committee meeting scheduled for 4:30 p.m., Tuesday, April 21, 2020 has been CANCELLED.

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

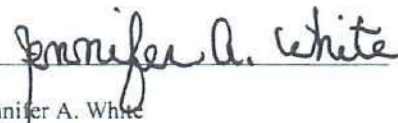
IN RE: FY 2020-2021 Budget Announcement

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/21/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

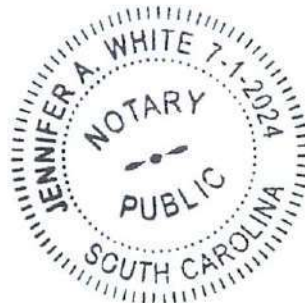


Hal Welch
General Manager

Subscribed and sworn to before me this
04/21/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



Katie Smith

From: Katie Smith
Sent: Monday, April 27, 2020 10:56 AM
To: 'classadmgr@upstatetoday.com'
Cc: Katie Smith
Subject: Legal Ad Request

Please run in the next edition of your publication. Please respond to the email to confirm receipt.

“Public Notice

The Oconee County Council meeting scheduled for 6pm, Tuesday, May 5, 2020 will have changes to the Public Comment Session and the Public Hearings as indicated below. Please contact Katie Smith, Clerk to Council at ksmith@oconeesc.com or 864-718-1023 regarding the following:

- There will be no live general public comment period. If you have a comment you would like to submit, please contact our Clerk to Council to receive your comment and read into the record.
- If you would like to be heard during either of the public hearings, please contact our Clerk to Council so that she may coordinate your participation by telephone.”

Please confirm receipt of this email by way of reply.

Best Regards,
Katie

Katie D. Smith
Clerk to Council
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.



OCONEE
THE HEART OF THE SOUTH

OCONEE COUNTY BOARD OF COMMISSIONERS

RESOLUTION NO. 2023-001

WHEREAS, the Board of Commissioners has received a request from the [Name] for [Purpose]; and

WHEREAS, the Board of Commissioners has reviewed the request and has determined that it is in the best interest of the County to [Action];

IT IS THE POLICY AND INTENT OF THE BOARD OF COMMISSIONERS TO [Action].

RESOLUTION NO. 2023-001

WHEREAS, the Board of Commissioners has received a request from the [Name] for [Purpose]; and

WHEREAS, the Board of Commissioners has reviewed the request and has determined that it is in the best interest of the County to [Action];

IT IS THE POLICY AND INTENT OF THE BOARD OF COMMISSIONERS TO [Action].

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864-888-1100



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LEGAL NOTICES

LEGALS

Public Notice

Diamond Towers V, LLC proposes to construct a 260-foot overall height self-supporting lattice telecommunication structure. The structure would be located off SC HWY 107, Mountain Rest, Oconee County, South Carolina (N34° 50' 50.4", W83° 07' 41.5") and would include dual, medium intensity lighting. Diamond Towers invites comments from any interested party on the impact the proposed telecommunication structure may have on any districts, sites, buildings, structures or objects significant in American history, archaeology, engineering or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Dina Bazzill, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004. Ms. Bazzill can be reached at (770) 667-2040 ext. 111. Comments must be received within 30 days.

In addition, any interested party may also request further environmental review of the proposed action by notifying the FCC of the specific reasons that the action may have a significant impact on the quality of the human environment pursuant to 47 CFR Section 1.1307.

This request must only raise environmental concerns and can be filed online using the FCC pleadings system or mailed to FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554 within 30 days of the date that this notice is published. Instruction for filing an online Request for Environmental Review can be found at www.fcc.gov/vast/environmentalrequest. Refer to File No. A1162779 when submitting the request and to view the specific information about the proposed action. W1882 BAS

Public Notice

The Oconee County Council meeting scheduled for 6pm, Tuesday, May 5, 2020 will have changes to the Public Comment Session and the Public Hearings as indicated below. Please contact Katie Smith, Clerk to Council at ksmith@oconeesc.com or 864-718-1023 regarding the following:

There will be no live general public comment period. If you have a comment you would like to submit, please contact our Clerk to Council to receive your comment and read into the record.

If you would like to be heard during either of the public hearings, please contact our Clerk to Council so that she may coordinate your participation by telephone.

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

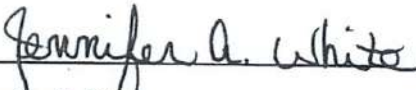
IN RE: Public Notice Oconee County Council Meeting May 5

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/28/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

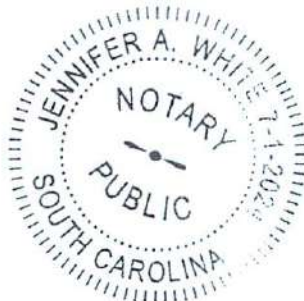


Hal Welch
General Manager

Subscribed and sworn to before me this
04/28/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024



FIELD PLACE

864.973.6676



upstatetoday.com

TRANSPORTATION

MOTORCYCLES



2011 Harley Davidson Heritage Softail
Classic, dark red color,
4810 miles. \$9,750.
Plus IMF & Tag
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Seneca, S.C. 864-973-8462



2014 Road King
103 motor, classic black
color, 45,294 miles.
Reduced...\$10,800.
Plus IMF & Tag

**Warren & Son
Motorcycles, LLC**
1602 Blue Ridge Blvd.
Seneca, S.C. 864-973-8462



**2016 Harley Davidson
Dyna 103 Switchback**
Beautiful red color!
Only 2,104 miles.
\$10,900. plus IMF & tag
**Warren & Son
Motorcycles, LLC**

TRANSPORTATION

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**16 Toyota Camry
Special Edition**
White, 10k, \$18,500.
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Call 882-1467



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AWD, 34K miles, \$21,700.**
Pete's Auto
402 S. Oak Street
Seneca • 864-882-1467



**02 Cadillac
Eldorado ETC**
120k, \$3,500.
Pete's Auto
402 Oak Street • Seneca
Call 882-1467



LEGAL NOTICES

LEGALS

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
- (2) The specific reasons why the application should be denied;
- (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
- (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
- (5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0907; or faxed to: (803) 896-0110.

NOTICE OF PUBLIC HEARING

THERE WILL BE a public hearing at 6 pm, Tuesday, May 5, 2020 in the Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2020-11

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY'S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE COURT OF
COMMON PLEAS

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

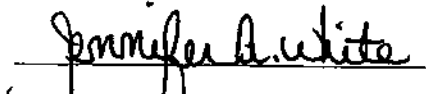
IN RE: NOTICE OF PUBLIC HEARING - ORDIANACE 2020-11 - TUESDAY, MAY 5, 2020 AT 6:00 PM

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/09/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

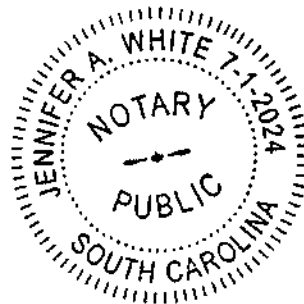


Hal Welch
General Manager

Subscribed and sworn to before me this
04/09/2020



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024





**Public Comment
SIGN IN SHEET
6:00 PM**

May 5, 2020

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

There will be no live general public comment period. If you have a comment you would like to submit, please contact our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

PLEASE PRINT

| | FULL NAME | PURPOSE OF COMMENT |
|----|---|--------------------|
| 1 | | |
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| 23 | No citizen contacted the Clerk to Council to provide a written comment for the Public Comment Session. | |
| 24 | | |
| 25 | | |

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: May 5, 2020 6:00 p.m.**

Ordinance 2020-08 "AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A DEVELOPMENT AND INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO THE MAY CORPORATION, LLC (previously identified as Project Trout); (2) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; AND OTHER RELATED MATTERS."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

If you would like to be heard during either of the public hearings, please contact Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

Please PRINT your name

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No citizen contacted The Clerk to Council to provide a written ~~statement~~ comment for the Public Hearing session.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: May 5, 2020 6:00 p.m.**

Ordinance 2020-11 "AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE COUNTY'S OUTSTANDING SERIES 2011 GENERAL OBLIGATION BONDS AND ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS, INCLUDING A FIRE ENGINE AND RELATED EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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No citizen contacted the Clerk to Council to provide a written comment for The Public Hearing Session.